

## CONFIDENTIALITY AGREEMENT

..... (name of the shareholder),.....citizen, born on..... In....., resident of....., identified with ID card (or passport series)....., no.....issued ID by.....on.....personal ID number....., phone number..... owning a number of ..... shares in the Societatea Nationala Nuclearelectrica S.A. (“SNN”) on the reference date **20.11.2023**.

Or (as the case may be)

..... (name of the shareholder) with its registered office in....., phone....., fax:....., registered with the National Trade Register Office under No. ...., Sole Registration Number with Trade Register (CUI)....., Tax Registration Number (CIF)....., duly represented by....., owning a number of ..... shares in the Societatea Nationala Nuclearelectrica S.A. (“SNN”) on the reference date **20.11.2023**.

(hereinafter referred to as **the Shareholder**)

### I. Introduction and definitions

In view of:

- (1) The Shareholder being a shareholder of Societatea Nationala Nuclearelectrica S.A. (“SNN”), having the right to participate and vote in the SNN’s Extraordinary General Meeting of Shareholders to be held on 07.12.2023 (“EGMS”) and having on the agenda, among other items, the approval of the Approval of the **Contract having as object Supply of reactor components and retubing tools necessary for the refurbishment of Unit 1 reactor at CNE Cernavodă**.
- (2) The access to the Contract having as scope **Supply of reactor components and retubing tools necessary for the refurbishment of Unit 1 reactor at CNE Cernavodă, without Annexes no. 1, no. 2, no. 3.1, no. 3.2, no. 7, no. 9, no. 11 and no. 14** that constituted the basis of the Note presented to the shareholders is being conditioned by the Shareholder signing a Confidentiality Agreement to protect the information provided.

In addition to the terms defined in another part of this Agreement, the following definitions apply:

**Affiliate**, in relation to any entity, refers to (i) any subsidiary and/or (ii) any branch, (iii) any headquarters, (iv) any subsidiary and/or branch of such a headquarters;

**Subsidiary**, refers to any dependent part of a company without legal personality as defined by the Law no. 31/1990 on companies;

**Branch**, refers to any dependent part of a company having legal personality, established as one of the types of company listed under Article 2 of Law no. 31/1990 on companies, and under the terms provided for that type of company and having the legal status of the type of company as which they have been set up;

**Confidential Information** refers to: (a) The contract having as scope **Supply of reactor components and retubing tools necessary for the refurbishment of Unit 1 reactor at CNE Cernavodă without Annexes no. 1, no. 2, no. 3.1, no. 3.2, no. 7, no. 9, no. 11 and no. 14** that is provided to the Shareholder or their Representatives by or on behalf of SNN, regardless of the form it is submitted in; and (b) any notes, reports, analyses, compilations, forecasts, studies, summaries or other documents prepared by the Shareholder or their Representatives, that contain or otherwise reflect any information described in letter (a) above;

**Representatives** refer to the directors, trustees, employees, consultants of the Shareholder/ Shareholders and his/their Affiliate/Affiliates, and in relation to any such person, their directors, trustees and employees;

**Confidential Information** does not include information that: (a) when they are disclosed or subsequently are generally available to the public and known by the public, by any other means than a disclosure leading to the Shareholder or any of their Representatives violating this Agreement; (b) are already in the Shareholder's possession as non-confidential information before they are disclosed by SNN, however only if the source of this information has no obligation under a confidentiality agreement with SNN, or is not restricted in any other way, respectively under a contractual, legal, fiduciary obligation or any other kind of obligation to send the information to the shareholder or his representatives; or c) were obtained independently by the Shareholder or their Representatives, without access to or without benefiting from the Confidential Information.

## II. Provision and use of Confidential Information

- (1) Considering that SNN intends to provide and to grant the Shareholder's access to Confidential Information, the Shareholder acknowledges that the Confidential Information include the contract having as scope **Supply of reactor components and retubing tools necessary for the refurbishment of Unit 1 reactor at CNE Cernavodă without Annexes no. 1, no. 2, no. 3.1, no. 3.2, no. 7, no. 9, no. 11 and no. 14**, are confidential and that they are received by them under a confidentiality obligation and exclusively to the purpose of being informed about the approval in the Extraordinary general Meeting of Shareholders of the Contract having as scope Supply of reactor components and **retubing tools necessary for the refurbishment of Unit 1 reactor at CNE Cernavodă**. The Shareholder undertakes:
- (a) subject to paragraph (c), to keep the all Information Confidential in a safe and protected place and not to disclose any Confidential Information to any unauthorized person;
  - (b) subject to the mandatory legal provisions, to use the Confidential Information exclusively to the purpose mentioned above regarding their vote in EGMS on 07.12.2023, and to no other purpose, including, but without limitation, the disclosure to a competitor of SNN or to the press;
  - (c) not to disclose, without the prior written consent of SNN, any part of the Confidential Information and/or Confidential Information as a whole, to any persons other than their Representatives, consultants or Affiliates (whose identity was previously notified to SNN) solely on the principle of 'need to know', therefore only to those who, in every case, should know the Confidential Information in order to evaluate or otherwise advise the Shareholder about how to vote in the EGMS, as concerns the approval of the **Contract having as object Supply of reactor components and retubing tools necessary for the refurbishment of Unit 1 reactor at CNE Cernavodă**;
  - (d) to ensure that every person that Confidential Information is disclosed to, as permitted under the paragraph (c), is informed (before such disclosure) about the terms of this

- Agreement and will observe them as if they were a party to it;
- (e) to take responsibility for any violation of the terms of this Confidentiality Agreement by any other person that information is disclosed to;
  - (f) to apply and to ensure that every person that Confidential Information is disclosed to, according to paragraph (c), applies the security measures necessary and appropriate in technical terms to protect the Confidential Information against the unauthorized access of third parties, in any case, at least the security measures and the due diligence that the Shareholder usually applies to their own confidential information;
  - (g) to immediately inform SNN in writing regarding any current / potential threat and/or abusive use, any dissemination and/or any violation of this Agreement concerning the Confidential Information;
  - (h) to observe and determine their Representatives to observe all the laws applicable to personal data protection, including the EU Regulation no. 679/2016 (Legislation on the protection of personal data) and to keep confidential all the personal information that identifies a person or makes a person identifiable (an identifiable person being a person who can be identified directly or indirectly, especially by reference to an identification number or to one or several characteristics specific to their physical, physiological, mental, economic, cultural or social identity, or otherwise as described in the Legislation on personal data protection).
- (2) In case the Shareholder has a legal obligation to disclose any of the Confidential Information under any law or regulation applicable or under any requirement or order of a competent court or of any other competent judiciary governmental or regulatory organism, or of any other stock authority or listing authorities, the Shareholder should, to the extent in which the law does not contain explicit prohibitions on this matter, to inform as soon as possible SNN about their legal obligation to disclose that Confidential Information and to make the respective disclosure only to the extent necessary.
- (3) The Shareholder also acknowledges and confirms to SNN that:
- no Confidential Information made available to the Shareholder or to their Representatives will constitute an offer or an invitation to sell or buy any shares or assets of SNN;
  - the Shareholder is responsible for performing their own evaluation of the Confidential Information and for making their own decision regarding the vote in EGMS in 07.12.2023.

### **III. Liability and compensation**

- (1) The Shareholder undertakes to hold SNN free of and to compensate SNN against any claims, liabilities, requests, losses, prejudices, decisions, costs or other obligations, or against the right to open court proceedings (including lawyer fees and the cost of executing such an obligation) that may result from or following a violation of obligations by the Shareholder (including any violation of their Representatives) under this Agreement and against any legal action that may occur following the access to any Confidential Information or following the Shareholder's (or any of their Representatives') failure to observe any legal or administrative provisions applicable to the Confidential Information, including, but without limitation to, those concerning the personal data protection, the abusive use of privileged information and market manipulation.
- (2) In case the Shareholder violates its obligations under this Confidentiality Agreement (including any violation of their Representatives who act on behalf, for or otherwise following the Shareholder's instructions through act, action or omission), SNN is entitled to a corresponding compensation amounting to EUR 100,000 and to other remedies for any loss caused as a result of such a violation. In order to avoid any doubt, the Shareholder will be first liable according to this clause III regardless of the right

SNN might have to formulate a claim against the Shareholders' Representatives.

**IV. General aspects**

- (1) The Shareholder's obligations under this Confidentiality Agreement will enter into force on the signature date and will continue to remain in force for eight (8) years;
- (2) This Agreement and any other non-contractual obligations resulting from or in connection with it are governed and interpreted according to the Romanian law.
- (3) Any claims or disputes resulting from or in connection with this Agreement that cannot be solved amiably by SNN and the Shareholder (both named as "parties:)within 10 working days as of a dispute notification sent by a party to the other party are settled exclusively and definitively by the competent courts in Bucharest.

Consequently, the signature below confirms the Shareholder's consent regarding the terms of the Agreement and the Shareholder signs the 2 (two) original copies, one for SNN and one for the Shareholders, on .....

Signatory

.....

By:

By:

Name:

Name: